

Exhibit B

Donahue Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,

Debtors.¹

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**DECLARATION OF LISA DONAHUE IN SUPPORT OF THE SUPPLEMENTAL
APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER IN FURTHERANCE OF
THE RETENTION AND EMPLOYMENT OF ALIXPARTNERS, LLP TO INCLUDE
EDISCOVERY CONSULTING SERVICES**

I, Lisa Donahue, declare, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. I am a Managing Director with AlixPartners, LLP (“**AlixPartners**”), which has a place of business at 909 Third Avenue, New York, New York 10022.

2. I submit this declaration on behalf of AlixPartners in support of the *Supplemental Application of Debtors for Entry of an Order in Furtherance of the Retention and Employment of AlixPartners, LLP to Include eDiscovery Consulting Services* (the “**Supplemental**

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

Application)”,² and in addition to the *Declaration of Lisa Donahue in Support of the Debtors’ Application of Debtors For an Order Authorizing the Debtors to Retain and Employ AlixPartners, LLP as Financial Advisor Nunc Pro Tunc to the Petition Date* (the “**Initial Declaration**”), and the Supplemental Declarations filed by AlixPartners (Docket Nos. 578, 671, 678, 1859, 2137, and 2468) (together, the “**Supplemental Declarations**”).

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

Supplemental Retention of AlixPartners

4. Based on the relief sought in the Supplemental Application, AlixPartners seeks to provide eDiscovery consulting services required by the Debtors. More specifically, AlixPartners will host for download the various productions made by the Debtors in connection with the Debtors’ confirmation process. AlixPartners will also create a managed site for all confirmation parties to allow them securely download these productions.

5. AlixPartners is an internationally recognized restructuring and turnaround firm, and, together with its affiliates has substantial experience in providing financial advisory and interim management services, including eDiscovery consulting services, and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

6. AlixPartners is both qualified and able to provide the Additional Services (as defined below).

Services to be Provided

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Supplemental Application.

7. As set forth in the Third Addendum, AlixPartners will provide eDiscovery consulting professional services. More specifically, AlixPartners may work to, among other things:

- Develop and provide a secure data repository according to specifications provided by the Company;
- Coordinate and implement data collection and transfer processes;
- Prepare and make available for download documents identified by the Company in accordance with requested production specifications, and
- Assist the Company with such other matters as may be requested by the Company that are within AlixPartners' expertise and are mutually agreeable.

(collectively, the “**Additional Services**”).

8. The Additional Services do not duplicate services being provided to the Debtors by other professionals in the Chapter 11 Cases.

Professional Compensation

9. The Supplemental Agreement will not change the overall structure of AlixPartners' retention as approved in the Retention Order and further discussed in the Initial Retention Application. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Third Addendum in the same manner as the procedures approved in the Retention Order. To be clear, in connection with services performed under the Third Addendum, AlixPartners shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Local Bankruptcy Rules as may then be applicable, U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (the “**U.S. Trustee Guidelines**”), and any applicable orders and procedures of this

Court. For billing purposes, AlixPartners shall keep its time in one tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines. AlixPartners also intends to make a reasonable effort to comply with the U.S. Trustee's requests for additional information both in connection with the Supplemental Application and the interim and final fee applications to be filed by AlixPartners in the Chapter 11 Cases.

10. AlixPartners' current standard hourly rates for 2021 are as follows:

Title	Hourly Rate
Managing Director	\$1,030 – \$1,295
Director	\$825 – \$980
Senior Vice President	\$665 – \$755
Vice President	\$485 – \$650
Consultant	\$180 – \$480
Paraprofessional	\$305 – \$325

11. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

12. Certain monthly hosting fees and consulting fees will apply to the eDiscovery services, as further detailed and outlined by the Second Addendum.

13. In addition to compensation for professional services rendered by AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable, necessary, and documented out-of-pocket expenses incurred in connection with the chapter 11 cases, including transportation costs, lodging, and meals.

14. The fee structure above laid out in the Initial Retention Application and in the Third Addendum appropriately reflects the nature of the respective services, and is consistent with, and typical of, arrangements entered into by AlixPartners and other comparable firms with respect to rendering comparable services for clients similar to the Debtors. The fee structure includes reasonable terms and conditions of employment and should be approved by the Court.

Indemnification

15. Any indemnification provisions in the Third Addendum are identical to indemnification provisions contained in the Engagement Letter.

AlixPartners' Disinterestedness

16. In connection with the Initial Retention Application, AlixPartners undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors.

17. All Potential Parties in Interest were reviewed for potential conflicts or other relationships, and all results were disclosed in the Initial Declaration and the Supplemental Declarations.

18. All connections reflected in my Initial Declaration and the Supplemental Declarations are incorporated by reference herein. At this time, there are no additional conflicts checks are necessary for the scope of the Additional Services.

19. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with this Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Debtors.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 15, 2021

ALIXPARTNERS, LLP

By: /s/ Lisa Donahue
Lisa Donahue
Managing Director